

1 THE HONORABLE THOMAS S. ZILLY

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8 UNITED STATES DISTRICT COURT
9 FOR THE WESTERN DISTRICT OF WASHINGTON
10 AT SEATTLE

11 ANYES KIM, individually,

12 Plaintiff,

13 vs.

14 STATE FARM FIRE & CASUALTY
15 COMPANY, an Illinois corporation doing
16 business in Washington,

Defendant.

NO. 2:17-cv-01395-TSZ

**STIPULATION AND AGREED
PROTECTIVE ORDER**

17
18 **STIPULATION**

19 **1. Parties.** The parties to this Stipulation and Agreement are as follows:

20 (a) Plaintiff Anyes Kim, by and through her attorneys of record, Preet B.
21 Kode of Herrmann Law Group.

22 (b) Defendant State Farm Fire & Casualty Company ("State Farm"), by and
23 through its attorney of record, Dan Kirkpatrick of Fallon, McKinley, and Wakefield, PLLC.

24 **2. Plaintiffs' Discovery Requests.** Plaintiff has requested production of certain
25 documents and information by State Farm in discovery in this case. Among these discovery

1 requests are requests for production that ask State Farm to identify and/or produce various
2 portions of its claims manual. State Farm claims that some of these requested documents and
3 materials contain protected trade secrets and/or other confidential business information. State
4 Farm asserts that it has a legitimate business interest in restricting dissemination of this
5 information, particularly to competitors and/or adversaries. State Farm contends it has a proper
6 interest in protecting this information and these documents so that they remain confidential.

7 **3. Purpose of this Agreement.** It is the purpose of this stipulation and agreement
8 that State Farm will produce the requested confidential documents, subject to the agreement and
9 promise by plaintiff and her counsel, that the confidential documents produced by State Farm
10 will be used solely in this case; that the confidential documents produced by State Farm will not
11 be used for non-litigation purposes; and that the confidential documents will not be disseminated,
12 shown, or otherwise made known to third parties or persons not necessary to or involved in this
13 litigation.

14 **4. Agreement Not to Disseminate.** Consistent with the purpose of this agreement
15 and the stipulation entered into herein, plaintiff and her counsel agree not to divulge, permit
16 access to, or disseminate the confidential documents produced by State Farm during this
17 litigation to any individuals or entities, except persons or individuals connected to or providing
18 services in connection with the prosecution or defense of this litigation. All parties and their
19 counsel are allowed to have the confidential documents reviewed and analyzed by attorneys,
20 expert witnesses and/or consultants providing services relating to this litigation, provided such
21 attorneys, expert witnesses and/or consultants agree to return any confidential documents
22 provided to them (and all copies thereof) to counsel for State Farm at the conclusion of the case.
23 Any attorneys, expert witnesses and/or consultants who obtain confidential documents shall
24 certify in writing to plaintiffs' counsel that they have reviewed this Stipulation and Agreed
25 Protective Order and agree to be bound by its terms.

1 **5. Agreement Regarding Documents to Be Produced.** In addition to all other
2 requested documents which are not claimed to be confidential, consistent with the purpose of this
3 stipulation and agreement, State Farm will, upon entry of this protective order, produce the
4 documents that it contends contain trade secrets and/or other confidential business information.
5 On all documents that State Farm contends contain trade secrets and/or other confidential
6 business information, State Farm will affix to each page a notation which indicates that the
7 document has been designated as confidential. After the conclusion of this case, by settlement,
8 judgment, or dismissal, and the completion of all appeals, all confidential documents produced
9 pursuant to this stipulation, and copies of such confidential documents, shall be destroyed.
10 Documents which are not designated as confidential when produced are not claimed to be
11 confidential and therefore are not subject to the stipulation.

12 **6. Possession of Documents by Third Parties.** Plaintiffs' counsel and counsel for
13 defendant State Farm will be the custodian of the confidential documents produced, and shall not
14 grant possession of the confidential documents to any other person or entity, except as expressly
15 authorized by the terms of this stipulation. Counsel for the parties may permit other persons or
16 entities to possess and to view the confidential documents as follows:

17 (a) Any attorneys, associates, law clerks, paralegals, or secretaries at the law
18 firm of plaintiffs' counsel (Herrmann Law Group); any such persons at any law firm associated
19 with defendant State Farm's counsel in this matter (Fallon, McKinley, and Wakefield, PLLC).

20 (b) Parties, deposition and trial witnesses may view the confidential
21 documents.

22 (c) Experts and/or consultants involved in or performing services related to
23 this litigation.
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1 (d) Court officials involved in this litigation, including, but not limited to,
2 judges, members of the jury, court reporters, persons monitoring video equipment at depositions,
3 any special masters or discovery referees, judges, magistrates, associate attorneys, or law clerks.

4 (e) Any person designated by the court in the interest of justice, upon such
5 terms as the court may deem proper.

6 Whenever the confidential documents are viewed or provided to any person, attorney,
7 expert witness and/or consultant identified above, other than court personnel, the parties and
8 their counsel agree to require that such attorney, expert witness and/or consultant certify in
9 writing that they have reviewed this stipulation and protective order and agree to be bound by its
10 terms including, without limitation, the provisions of paragraph 7 below concerning the return of
11 confidential documents at the conclusion of the case.

12 **7. Return of Confidential Documents at Conclusion of Case.** Any and all third
13 parties to whom confidential documents have been provided in the course of this matter,
14 including attorneys, expert witnesses and/or consultants, shall, at the conclusion of this matter
15 and any appeals therefrom, return all confidential documents that have been provided to them,
16 including any copies of such confidential documents, to counsel who retained them, who shall, in
17 turn, forward all returned confidential documents to counsel for State Farm, Dan Kirkpatrick. At
18 the conclusion of this matter and all appeals therefrom, plaintiff's counsel shall take reasonable
19 steps to ensure that all attorneys, expert witnesses and/or consultants return all confidential
20 documents and copies of such confidential documents to them. Plaintiffs' counsel may then
21 either: (1) destroy all such confidential documents and copies of such confidential documents
22 and certify by letter to counsel for State Farm that the confidential documents and copies of such
23 confidential documents have been destroyed; or (2) forward all confidential documents and
24 copies of such confidential documents returned by plaintiffs' counsel, expert witnesses and/or
25 consultants to counsel for State Farm, Dan Kirkpatrick.

1 **8. Documents Submitted to the Court.** Prior to filing anything with the Court that
2 includes confidential documents, the party intending to file it shall provide at least 10 days
3 written notice of such intention to all of the other parties' counsel, and specify what confidential
4 documents or information the filing party intends to file with the Court. After receipt of
5 notification of the intent to file confidential documents, any counsel objecting to the filing of the
6 confidential document(s) must file a motion to seal the confidential document(s) and information
7 if the party wants the documents to remain confidential and be filed under seal. The party
8 intending to file the confidential document(s) with the Court shall not do so until a ruling has
9 been received from the Court.

10 **9. Nonwaiver.** This stipulation is not, and shall not be interpreted as, a waiver by
11 plaintiffs or defendant State Farm of any discovery rights or right to compel further production
12 of documents. This stipulation is not, and shall not be interpreted as, a waiver by State Farm to
13 claim in this lawsuit or otherwise that the confidential documents or any documents described
14 herein are privileged or otherwise nondiscoverable, or inadmissible.

15 **10. Reconsideration.** If a dispute arises about the propriety of State Farm
16 designating any documents as "confidential" in order to be protected by this stipulation and
17 protective order, plaintiffs may apply to the court for an order resolving such dispute.

18 **11. Violation of Order.** Upon an alleged violation of this stipulation and protective
19 order, the court on its own motion or on the motion of any party, may grant relief as it deems
20 appropriate in law or equity. Should any provision of this stipulation or protective order be
21 stricken or held invalid by a court of competent jurisdiction, all remaining provisions shall
22 remain in full force and effect.

23 **12. Entry of Order.** Counsel for the parties agree to have this stipulation made the
24 subject of a court order. The terms of this agreement are not binding and have no effect until,
25 and unless, the order is signed by each party and by the court.

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4 IT IS SO STIPULATED.

5 I HAVE READ the above and agree to abide by the terms set forth herein on behalf of
6 myself, my firm, and my client. This stipulation is signed under penalty of perjury under the
7 laws of the State of Washington.

8 FALLON, MCKINLEY, AND WAKEFIELD

9 Dated _____

By s/ Dan Kirkpatrick

10 Dan Kirkpatrick WSBA #38674
11 Fallon McKinley & Wakefield, PLLC
12 1111 Third Avenue, Suite 2400
13 Seattle, WA 98104
14 TEL: (206) 682-7580
15 FAX: (206) 682-3437
16 E-mail: swakefield@fmwlegal.com
17 E-mail: dkirkpatrick@fmwlegal.com
18 Attorneys for Defendant State Farm

16 HERRMANN LAW GROUP

17 Dated _____

By s/ Anthony Marsh

18 Anthony Marsh WSBA #45194
19 HERRMANN LAW GROUP
20 505 Fifth Avenue S., Ste. 630
21 Seattle, WA 98104
22 TEL: 206-625-9104
23 FAX: 206-682-6710
24 Email: anthony@hslawfirm.com
25 Attorney for Plaintiff

22 //

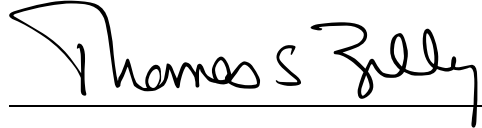
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ORDER

IT IS HEREBY ORDERED that the foregoing Stipulation and Agreed Protective Order
be, and the same hereby is, ENTERED.

DATED THIS 28th day of December, 2017.



Thomas S. Zilly
United States District Judge

Presented by:

FALLON MCKINLEY & WAKEFIELD, PLLC

By s/ Dan Kirkpatrick

Dan Kirkpatrick WSBA #38674
Attorneys for Defendant State Farm

Approved as to form, notice
of presentation waived:

HERRMANN LAW GROUP

By s/ Anthony Marsh

Anthony Marsh WSBA #45194
Attorneys for Plaintiff